



Snohomish County Council

Committee: Conservation, Sustainability, and Recreation **Analyst:** Nicole Gorle
ECAF: 2021-0970
Motion: 21-426 **Date:** December 6, 2021

Consideration:

The Executive's Office requests Council consider approving proposed Motion 19-385, which would approve and authorize Amendment No. 2 to the agreement with Charles H. Montage for consultation and legal representation regarding Centennial Trail legal rights.

Background:

In 2013, Snohomish County began the process of purchasing a 12-mile portion of the Eastside Rail Corridor from the Port of Seattle between the cities of Snohomish and Woodinville. In March 2016¹, the Snohomish County Council approved the County's purchase of the property via Motion 16-117.

Recognizing a need for specialized legal advice and representation related to property rights associated with the rail corridor, the County contracted with Charles H. Montange for legal services.

There have been two contracts with Charles Montage for legal services on this matter. The first one was executed on March 27, 2018 and was for advice and representation regarding its rights, obligations, and potential options in connection with the rail corridor. This contract had one amendment and the grand total do not exceed amount was \$65,000. The contract expired on December 31, 2018.

On February 11, 2019, a new contract was executed by the Prosecuting Attorney to continue services by Charles Montage. Thus far, two council adopted amendments to the new contract with the grand total do not exceed amount thus far being \$165,000.

Contract with Charles Montange for Legal Services - Centennial Trail Legal Rights						
Action Date	Agreement	Motion	Do Not Exceed Amount	Expires	Approval Authority	Source
Original Contract						
03.27.2018	Original	-	\$15,000	Dec. 31, 2018	Executive	Attachment 1
07.25.2018	Amendment	18-232	\$50,000		Council	Attachment 1
Original Contract Total			\$65,000			
NEW Contract						
02.11.2019	NEW AGREEMENT	-	\$10,000	Dec. 31, 2020	Prosecuting Attorney	Attachment 2
05.06.2019	Amendment 1	19-124	\$75,000		Council	Attachment 3
12.04.2019	Amendment 2	19-385	\$80,000		Council	Attachment 4
12.08.2020	<i>One year time extension approved by Parks Director</i>					Attachment 5
Pending	Amendment 3	21-426	\$50,000	Dec. 31, 2022	Council	ECAF 2021-0970
New Agreement Total			\$215,000			
Grant Total on Contracts with Mr. Montange for Centennial Trail Legal			\$280,000			

¹ http://snohomish.granicus.com/MediaPlayer.php?view_id=2&clip_id=4995&meta_id=315835#

Current Proposal:

Scope:

Motion 21-426 approves Amendment No. 3 to the February 11th agreement by:

1. Increasing the do not exceed amount by \$50,000; and
2. Extending the contract to December 31, 2022.

This amendment will allow the County to continue receiving legal advice and representation from Mr. Montange related to the Eastside Rail Corridor.

Amount: \$50,000

Duration: Execution – December 31, 2022

2021 Budget: Yes

Future Budget Impact: Yes, with the time extension, a portion of the \$50,000 may be used in 2022.

Handling: Urgent

Approved-as-to-form: n/a

Risk Management: n/a

Executive Recommendation: Approve

Attachment:

Attachment 1 – Amendment #1 to Original Contract

Attachment 2 – New Contract

Attachment 3 – Amendment #1 to New Contract

Attachment 4 – Amendment #2 to New Contract

Amendments: None

Request: Move to GLS on December 15th for Council to consider taking action.

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR ((2018))	2ND YR	3 rd YR
309-51094804426599	\$50,000.00		
	\$50,000.00		

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	
TOTAL			\$

DEPARTMENT FISCAL IMPACT NOTES:

Within current budget utilizing revenue from REET 2

BUDGET REVIEW: Analyst JW Administrator NK Recommend Approval X

CONTRACT INFORMATION:

ORIGINAL	CONTRACT #	AMOUNT	\$15,000.00
AMENDMENT <u>X</u>	CONTRACT #	AMOUNT	\$50,000.00

CONTRACT PERIOD:

ORIGINAL	Start	<u>3/19/2018</u>	End	
AMENDMENT	Start	<u>7/5/2018</u>	End	<u>TBD</u>

CONTRACT / PROJECT TITLE:

Amendment to Agreement for Legal Consultation Services

CONTRACTOR NAME & ADDRESS (City/State only):

Charles H. Montange
426 NW 162nd St., Seattle, WA 98177

APPROVED:

RISK MANAGEMENT Yes _____ No _____ N/A Amendment Only _____

COMMENTS _____

PROSECUTING ATTY - AS TO FORM: Yes X No _____

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS :

G:\ECAF\Council\20067088_ECAF.doc
G:\ECAF\Council\20067088_Motion.docx
G:\ECAF\Council\20067088_Amendment.pdf

NON-ELECTRONIC ATTACHMENTS:

Agreement for Legal Consultation Services

CONTRACTOR: Charles H. Montange
ADDRESS: 426 NW 162nd St.
Seattle, WA 98177
TELEPHONE: 206-546-1936
COUNTY DEPT.: Snohomish County Parks
PROJECT: Legal Consultation Services
AMOUNT: Not to Exceed \$50,000
FUND SOURCE: 309-51094905056199

AMENDMENT TO AGREEMENT FOR LEGAL CONSULTATION SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR LEGAL CONSULTATION SERVICES EXECUTED MARCH 27, 2018, is made between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as COUNTY), through the office of the Prosecuting Attorney, and Charles H. Montange (hereinafter referred to as ATTORNEY), whose office is located in Shoreline, Washington. In consideration of the mutual promises exchanged, the parties agree as follows:

The Agreement for Legal Consultation Services Executed March 27, 2018, is hereby amended as follows:

1. Section I, entitled "Purpose of Agreement," is amended to read in its entirety as follows:

I. PURPOSE OF AGREEMENT

The COUNTY is retaining ATTORNEY to advise and represent the COUNTY regarding its rights, obligations, and potential options in connection with a rail corridor located in Snohomish County. *See Snohomish County – Pet for Dec. Order, STB dkt F.D. 35830, served March 5, 2015.*

2. Section II, entitled "Description of Services," is amended to read in its entirety as follows:

II. DESCRIPTION OF SERVICES

ATTORNEY shall provide legal services to COUNTY upon request as provided in Article I, including but not limited to the following:

Based on information provided by the COUNTY (including but not necessarily limited to operating agreements and contracts relating to the right of way covered in F.D. 35830, information concerning property ownership, and rail uses and volumes), ATTORNEY will provide opinion and advice concerning rights, requirements, obligations, and options of COUNTY in connection with said right of way; ATTORNEY will represent COUNTY before administrative bodies, tribunals, boards and/or courts as necessary and as requested and authorized by COUNTY; ATTORNEY does not guarantee any particular result or outcome of said opinion or advice.

In matters concerning performance under this contract, ATTORNEY shall report to Deputy Prosecuting Attorney Sean Reay of the Civil Division of the Snohomish County Prosecuting Attorney's Office.

3. Section IV, entitled "Compensation," is amended to read in its entirety as follows:

IV. COMPENSATION

The County shall pay Attorney for the above-described services at Attorney's standard billing rate of \$250.00 per hour plus reasonable costs and expenses. Reasonable expenses shall include copying, long distance telephone calls, organization of materials, filing costs and associated fees, and other incidental expenses at cost to the Attorney, but does not include ordinary overhead such as office, secretary, or paralegal expenses, stationary costs, and other expenses not directly incident to a specific request for services.

Attorney will advise County of likely amounts upon request for specific tasks in advance, to the best of his ability, but shall not be bound to those amounts. The total fee for Attorney's services pursuant to this Agreement shall not exceed \$50,000.00 without amendment of this Agreement containing written authorization for fee(s) in excess of that amount.

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 1 to be executed as follows:


DATED this _____ day of _____ 2018.

COUNTY:

ATTORNEY:

County Executive

Date



Charles H. Montange

Date

July 5, 2018

ORIGINAL
2019
AGREEMENT

CONTRACTOR: Charles H. Montange

ADDRESS: 426 NW 162nd St., Seattle, WA 98177

TELEPHONE: 206-546-1936

COUNTY DEPT.: Snohomish County Parks/Prosecuting Attorney

PROJECT: Legal Consultation Services

AMOUNT: Not to Exceed \$10,000

FUND SOURCE: 309-51094905056199

AGREEMENT FOR LEGAL CONSULTATION SERVICES

THIS AGREEMENT is made between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as COUNTY), through the office of the Prosecuting Attorney, and Charles H. Montange (hereinafter referred to as ATTORNEY), whose office is located in Shoreline, Washington. In consideration of the mutual promises contained herein agree as set forth below, the parties agree as follows:

I. PURPOSE OF AGREEMENT

The COUNTY is retaining ATTORNEY to advise and represent the COUNTY regarding its rights, obligations, and options in connection with a rail corridor purchased by the COUNTY from the Port of Seattle and commonly referred to as the Eastside Rail Corridor, located in Snohomish County.

II. DESCRIPTION OF SERVICES

ATTORNEY shall provide legal services to COUNTY upon request as provided in Article I, including but not limited to the following:

Based on information provided by the COUNTY (including but not necessarily limited to operating agreements and contracts relating to the right of way covered in F.D. 35830, information concerning property ownership, and rail uses and volumes), ATTORNEY will provide opinion and advice concerning rights, requirements, obligations, and options of COUNTY in connection with said right of way; ATTORNEY will represent COUNTY before administrative bodies, tribunals, boards and/or courts as necessary and as requested and authorized by COUNTY; ATTORNEY does not guarantee any particular result or outcome.

Advice and representation of the COUNTY shall include advice regarding and representation before the federal Surface Transportation Board as requested

COPY

by the COUNTY. Advice and representation of the COUNTY may also include advice regarding and representation in state and federal courts as requested by the COUNTY.

In matters concerning performance under this agreement, ATTORNEY shall report to Deputy Prosecuting Attorney Sean Reay of the Civil Division of the Snohomish County Prosecuting Attorney's Office. ATTORNEY shall be special deputized in connection with his performance of services under this agreement.

III. DURATION

This agreement shall take effect upon execution by the parties and shall expire on December 31, 2020, unless renewed by written agreement between COUNTY and ATTORNEY or terminated as provided in this agreement. PROVIDED HOWEVER, that any financial obligations of the County after December 31, 2019, shall be conditioned upon legislative appropriation and approval of same. The agreement is intended to and shall be construed to ratify work by ATTORNEY consistent with this agreement from January 1, 2019, to the date of execution.

IV. COMPENSATION

The COUNTY shall pay ATTORNEY for the above-described services at ATTORNEY's standard billing rate of \$250.00 per hour plus reasonable costs and expenses. Reasonable expenses shall include copying, long distance telephone calls, organization of materials, filing costs and associated fees, and other incidental expenses at cost to the ATTORNEY, but does not include ordinary overhead such as office, secretary, or paralegal expenses, stationary costs, and other expenses not directly incident to a specific request for services.

ATTORNEY will advise COUNTY of likely amounts upon request for specific tasks in advance, to the best of his ability, but shall not be bound to those amounts. The total fee for Attorney's services pursuant to this Agreement shall not exceed \$10,000.00 without amendment of this Agreement containing written authorization for fee(s) in excess of that amount.

V. BILLING AND RECORD KEEPING

ATTORNEY shall submit billing statements to COUNTY on a monthly (or as otherwise deemed practicable) basis, except for months during which no services are provided. Statements shall be addressed to:

Jason J. Cummings, Chief Civil Deputy
Sean D. Reay, deputy prosecuting attorney
Snohomish County Prosecuting Attorney's Office
Robert J. Drewel Building

3000 Rockefeller Ave., M/S 504
Everett, Washington 98201-4060

Each billing statement shall itemize the work performed, time expended, and who performed it (if not Charles Montange). Appropriate supporting documentation of expenses shall be included. Payment shall be due within 30 days of receipt of invoice by COUNTY. COUNTY may, at reasonable times, inspect the books and records of ATTORNEY relating to service and charges under this agreement.

VI. RELATIONSHIP OF PARTIES

ATTORNEY agrees that ATTORNEY will perform services under this agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. ATTORNEY and its employees are not entitled to any benefits or rights enjoyed by employees of the COUNTY.

The parties intend this agreement to create the relationship of attorney and client. ATTORNEY shall abide by and perform its duties in accordance with the ethical rules applicable to attorneys admitted to practice in Washington and with all federal, state, and local laws, regulations, and ordinances. ATTORNEY shall protect the confidentiality of all communications between ATTORNEY and COUNTY, its officers, agents or employees, except as expressly authorized in writing by COUNTY.

VII. OWNERSHIP OF DOCUMENTS

All reports, plans, pleadings, opinions, analyses, data, or other documents produced in the performance of this agreement shall be the property of COUNTY. Copies of documents prepared in the connection with legal services provided under this agreement shall be provided to COUNTY upon request.

VIII. TERMINATION

This agreement may be terminated at any time by either party upon giving the other party written notice of termination directed to the other party at the mailing address provided herein, in which case COUNTY shall pay ATTORNEY for all services provided by ATTORNEY prior to termination. Upon notice of termination, no further fees or expenses may be incurred. Termination shall not affect the rights of COUNTY under any other provision of this agreement.

IX. WARRANTY AND HOLD HARMLESS

ATTORNEY represents and warrants that: each attorney providing services under this contract is a member in good standing before the Washington State Bar Association; no disciplinary proceedings are pending against them; all necessary

investigations have been made to identify conflicts; and all conflicts have been disclosed and will continue to be disclosed to COUNTY.

X. CHANGES

No changes or additions shall be made in this contract except as agreed to by both parties and reduced to writing and executed with the same formalities as required for the execution of this agreement.

XI. NON-ASSIGNMENT

ATTORNEY shall not subcontract, assign, or delegate any of its rights or duties under this agreement except as provided in this agreement.

XII. NON-DISCRIMINATION

The ATTORNEY shall comply with the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the ATTORNEY of the ATTORNEY's compliance with the requirements of Chapter 2.460 SCC. If the ATTORNEY is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this contract may be subject to a declaration of default and termination at the COUNTY's discretion. This provision shall not affect the ATTORNEY's obligations under other laws against discrimination.

XIII. GOVERNING LAW AND VENUE


The laws of the State of Washington shall govern this agreement and the parties stipulate that any lawsuit regarding this agreement must be brought in Snohomish County, Washington.


IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as follows:

DATED this 11th day of February 2019.

COUNTY:

ATTORNEY:


Date 2/11/19
Adam Cornell
Prosecuting Attorney⁴


Date 4 Feb 2019
Charles H. Montange



CO00059044

LOG NUMBERS

BGT.

4/10/19 CEO 20068074 APR 17 2019

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:
 EXECUTIVE Dave Somers
 DEPUTY EXECUTIVE Eric Parks
 EXEC. DIRECTOR Ken Klein
 DEPT. DIRECTOR Tom Teigen
 DEPARTMENT Parks and Recreation
 DIV. MGR. Russ Bosanko
 DIVISION Park Capital and Operations
 ORIGINATOR Kye Iris
 DATE April 5, 2019 EXT. 6623

TO: COUNCIL CHAIRPERSON: SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:
 Approve No Recommendation
 Further Processing
 Requested By

[Signature] **KEN KLEIN**
 Executive Office Signature **Executive Director**
 CEO Staff Review [Signature] **APR 17 2019**
 Received at Council Office 1 / 1

DOCUMENT TYPE:

BUDGET ACTION:
 Emergency Appropriation
 Supplemental Appropriation
 Budget Transfer
 CONTRACT:
 New
 Amendment

GRANT APPLICATION
 ORDINANCE
 Amendment to Ord. # _____
 PLAN
 OTHER – Interlocal Agreement

DOCUMENT / AGENDA TITLE:

APPROVAL OF AMENDMENT NO 1 TO THE CONTRACT FOR SERVICES WITH CHARLES H. MONTANGE FOR CONSULTATION AND REPRESENTATION REGARDING CENTENNIAL TRAIL LEGAL RIGHTS

APPROVAL AUTHORITY:

EXECUTIVE _____ COUNCIL X
 CITE BASIS SCC 3.04.190

HANDLING: NORMAL X EXPEDITE _____ URGENT _____ DEADLINE DATE 05/20/2019

PURPOSE:

To extend the contract duration for legal consultation services, increase total compensation limit and retain third party services as needed.

BACKGROUND:

Snohomish County purchased a rail corridor from the Port of Seattle in 2016. The corridor was acquired subject to a third party property right which allows a freight operation within the corridor. The County has targeted the corridor for development of "rail with trail." The County retained an attorney with expertise specifically in the area of railroad right-of-way to provide expert legal advice and representation regarding its rights, obligations, and potential options in connection with the rail corridor as it relates to the future rail and trail plan. The County has brought an action in the federal Surface Transportation Board. The next step is to assess the current conditions and risks associated with the rail corridor in preparation for potential further legal action and the upcoming expiration of the current Operations and Maintenance Agreement, which outlines responsibilities of the parties regarding the corridor. This amendment will allow the retained attorney to advise and represent the County in connection with these developments.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	3 rd YR
309-51094804426599	\$85,000.00		
TOTAL			

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	
TOTAL			\$

DEPARTMENT FISCAL IMPACT NOTES:

BUDGET REVIEW: Analyst *[Signature]* Administrator *[Signature]* Recommend Approval

CONTRACT INFORMATION:

ORIGINAL	CONTRACT #	AMOUNT
AMENDMENT #1 <u>X</u>		\$10,000
		\$85,000

CONTRACT PERIOD:

ORIGINAL	Start	End
AMENDMENT #1	<u>02/11/19</u>	<u>12/31/20</u>
	<u>Upon signing</u>	<u>12/31/20</u>

CONTRACT / PROJECT TITLE:

Amendment to Agreement for Legal Consultation Services

CONTRACTOR NAME & ADDRESS (City/State only):

Charles H. Montange
426 NW 162nd St., Seattle, WA 98177

APPROVED:

RISK MANAGEMENT Yes No *N/A; Amendment only*

COMMENTS _____

PROSECUTING ATTY - AS TO FORM: Yes No

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS: (List & include path & filename for each, e.g. G:\ECAF\deptname\docname_Motion)

- G:\ECAF\Parks\Amendment No 1 Montange, ECAF.docx
- G:\ECAF\Parks\Amendment No 1 Montange, Motion.docx
- G:\ECAF\Parks\Amendment No 1 Montange, Contract.docx

NON-ELECTRONIC ATTACHMENTS:

Original 2019 Montange Contract

CONTRACTOR: Charles H. Montange

ADDRESS: 426 NW 162nd St., Seattle, WA 98177

TELEPHONE: 206-546-1936

COUNTY DEPT.: Snohomish County Parks/Prosecuting Attorney

PROJECT: Legal Consultation Services

AMOUNT: Not to Exceed \$85,000

FUND SOURCE: 309-51094905056199

AMENDMENT TO AGREEMENT FOR LEGAL CONSULTATION SERVICES

THIS AMENDMENT NO. 1 TO AGREEMENT FOR LEGAL CONSULTATION SERVICES executed February 11, 2019 ("Agreement") is made between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as County), through the office of the Prosecuting Attorney, and Charles H. Montange (hereinafter referred to as Attorney), whose office is located in Shoreline, Washington. In consideration of the mutual promises contained herein agree as set forth below, the parties agree to amend the Agreement as follows:

1. Section III, entitled "Duration," shall be amended to read in its entirety as follows:

This agreement shall take effect upon execution by the parties and shall expire on December 31, 2020, unless renewed by written agreement between County and Attorney or terminated as provided in this agreement. PROVIDED HOWEVER, that any financial obligations of the County after December 31, 2019, shall be conditioned upon legislative appropriation and approval of same. The agreement is intended to and shall be construed to ratify work by Attorney consistent with this agreement from January 1, 2019, to the date of execution of this Agreement the date of execution of any amendment to the Agreement.

2. Section IV, entitled "Compensation," shall be amended to read in its entirety as follows:

The County shall pay Attorney for the above-described services at Attorney's standard billing rate of \$250.00 per hour plus reasonable costs and expenses. Reasonable expenses shall include copying, long distance telephone calls, organization of materials, filing costs and associated fees, and other incidental expenses at cost to the ATTORNEY, but does not include ordinary

overhead such as office, secretary, or paralegal expenses, stationary costs, and other expenses not directly incident to a specific request for services.

ATTORNEY will advise COUNTY of likely amounts upon request for specific tasks in advance, to the best of his ability, but shall not be bound to those amounts. The total fee for Attorney's services pursuant to this Agreement shall not exceed \$85,000.00 without amendment of this Agreement containing written authorization for fee(s) in excess of that amount.

3. Section XI, entitled "Non-Assignment," shall be amended to read in its entirety as follows:

Attorney may, with prior approval of the County, retain services of third parties such as court reporters, inspectors/investigators, consultants, experts, title companies and similar required to complete his work, including provision of supportive testimony in administrative or judicial proceedings. ATTORNEY shall pay all third-party providers directly and will bill the COUNTY for those services as detailed disbursements included in monthly invoices. The County will not accept separate invoices from the third-party service providers.

ATTORNEY shall not otherwise subcontract, assign, or delegate any of its rights or duties under this agreement except as provided in this agreement.

4. All other terms and conditions of Agreement shall remain in full force and effect except as amended herein.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as follows:

DATED this 8th day of May 2019.

COUNTY:

ATTORNEY:



KEN KLEIN
Executive Director

5/8/19
Date



Charles H. Montange

30 April 2019
Date



CO00057930

LOG NUMBERS

BGT.

11/21/19 CEO 20068790 , NOV 22 2019

EXECUTIVE/COUNCIL APPROVAL FORM

MANAGEMENT ROUTING:

EXECUTIVE Dave Somers

DEPUTY EXECUTIVE Eric Parks

EXEC. DIRECTOR Ken Klein

DEPT. DIRECTOR Tom Teigen

DEPARTMENT Parks and Recreation

DIV. MGR. Russ Bosanko

DIVISION Park Capital and Operations

ORIGINATOR Kye Iris

DATE November 18, 2019 EXT. 6623

TO: COUNCIL CHAIRPERSON:
SNOHOMISH COUNTY COUNCIL

EXECUTIVE RECOMMENDATION:

Approve No Recommendation

Further Processing

Requested By _____

Ken Klein **KEN KLEIN** 11/22/19
 Executive Office Signature **Executive Director**

CEO Staff Review _____ **NOV 22 2019**

Received at Council Office 10:25 11/22/2019

DOCUMENT TYPE:

BUDGET ACTION:

Emergency Appropriation

Supplemental Appropriation

Budget Transfer

CONTRACT:

New

Amendment

GRANT APPLICATION

ORDINANCE

Amendment to Ord. # _____

PLAN

OTHER – Interlocal Agreement

DOCUMENT / AGENDA TITLE:

APPROVAL OF AMENDMENT NO 2 TO THE CONTRACT FOR SERVICES WITH CHARLES H. MONTANGE FOR CONSULTATION AND REPRESENTATION REGARDING CENTENNIAL TRAIL LEGAL RIGHTS

APPROVAL AUTHORITY:

EXECUTIVE _____ COUNCIL X

CITE BASIS SCC 3.04.190

HANDLING: NORMAL _____ EXPEDITE _____ URGENT X DEADLINE DATE 12/20/2019

PURPOSE:

To increase the total compensation from \$85,000 to \$165,000 in order to continue legal efforts as previously outlined.

BACKGROUND:

Snohomish County purchased a rail corridor from the Port of Seattle in 2016. The corridor was acquired subject to a third party property right which allows a freight operation within the corridor. The County has targeted the corridor for development of "rail with trail." The County retained an attorney with expertise specifically in the area of railroad right-of-way to provide expert legal advice and representation regarding its rights, obligations, and potential options in connection with the rail corridor as it relates to the future rail and trail plan. The County has brought an action in the federal Surface Transportation Board. The next step is to assess the current conditions and risks associated with the rail corridor in preparation for potential further legal action and the upcoming expiration of the current Operations and Maintenance Agreement, which outlines responsibilities of the parties regarding the corridor. The first amendment covered most of the expenses for 2019, totaling \$85,000, but an additional \$80,000.00 may be required to continue the efforts in connection with the current conditions and risks associated with the expiration of the current Operations and Maintenance Agreement that outlines responsibilities of the parties. This amendment will allow the retained attorney to advise and represent the County in connection with these developments.

FISCAL IMPLICATIONS:

EXPEND: FUND, AGY, ORG, ACTY, OBJ, AU	CURRENT YR	2ND YR	3 rd YR
309-51094804426599	\$20,000.00	60,000	
TOTAL			

REVENUE: FUND, AGY, ORG, REV, SOURCE	CURRENT YR	2ND YR	
TOTAL			\$

DEPARTMENT FISCAL IMPACT NOTES:

BUDGET REVIEW: Analyst [Signature] Administrator [Signature] Recommend Approval

CONTRACT INFORMATION:

	CONTRACT #	AMOUNT
ORIGINAL	_____	\$ 10,000
AMENDMENT #1	_____	\$ 85,000
AMENDMENT #2	<u>X</u>	\$165,000

CONTRACT PERIOD:

	Start	End
ORIGINAL	<u>2/11/19</u>	<u>12/31/20</u>
AMENDMENT #1	<u>5/8/19</u>	<u>12/31/20</u>
AMENDMENT #2	<u>Upon Signing</u>	<u>12/31/20</u>

CONTRACT / PROJECT TITLE:

APPROVAL OF AMENDMENT NO 2 TO THE CONTRACT FOR SERVICES WITH CHARLES H. MONTAGNE FOR CONSULTATION AND REPRESENTATION REGARDING CENTENNIAL TRAIL LEGAL RIGHTS

CONTRACTOR NAME & ADDRESS (City/State only):

Charles H. Montagne
426 NW 162nd St. Seattle, WA 98177

APPROVED:

RISK MANAGEMENT Yes No

COMMENTS JW for SB 11/19/19

PROSECUTING ATTY - AS TO FORM: Yes No

OTHER DEPARTMENTAL REVIEW / COMMENTS:

ELECTRONIC ATTACHMENTS : (Listed in red text) filename for each, e.g. G:\P\CAF\deptname\docname_Motion)

G:\ECAF\Parks\Amendment No 2 Montagne Contract Council \ 20068790 - ECAF.docx
G:\Motion\Parks\Amendment No 2 Montagne Contract - Motion.docx

NON-ELECTRONIC ATTACHMENTS:

CONTRACTOR: Charles H. Montange
ADDRESS: 426 NW 162ND St., Seattle, WA 98177
TELEPHONE: 206-546-1936
COUNTY DEPT.: Snohomish County Parks/ Prosecuting Attorney
PROJECT: Legal Consultation Services
AMOUNT: Not to Exceed \$165,000
FUND SOURCE: 309-51094905056199

AMENDMENT NO. 2 TO AGREEMENT FOR LEGAL CONSULTATION SERVICES

This Amendment Number 2 to Agreement for Legal Consultation Services executed February 11, 2019 ("Amendment No. 2" to "Agreement") is made between Snohomish County, a political subdivision of the State of Washington (hereinafter referred to as "County"), through the office of the Prosecuting Attorney, and attorney Charles H. Montange (hereinafter referred to as "Attorney"), whose office is located in Shoreline, Washington. In consideration of the mutual promises contained herein as set forth below, the parties agree to amend the Agreement as follows:

1. Section IV, entitled "Compensation," shall be amended to read in its entirety as follows:

The County shall pay Attorney for the above-described services at Attorney's standard billing rate of \$250.00 per hour plus reasonable costs and expenses. Reasonable expenses shall include copying, long distance telephone calls, organization of materials, filing costs and associated fees, and other incidental expenses at cost to the Attorney, but does not include ordinary overhead such as office, secretary, or paralegal expenses, stationary costs, and other expenses not directly incident to a specific request for services.

Attorney will advise County of likely amounts upon request for specific tasks in advance, to the best of his ability, but shall not be bound to those amounts. The total fee for Attorney's services pursuant to this Agreement shall not exceed \$165,000.00 without amendment of this Agreement containing written authorization for fees(s) in excess of that amount.

2. All other terms and conditions of Agreement shall remain in full force and effect except as amended.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as follows:


DATED this 4th day of December 2019.

COUNTY:

ATTORNEY:

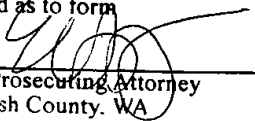


Ken Klein
Executive Director



Charles H. Montange Date

Approved as to form


Deputy Prosecuting Attorney
Snohomish County, WA

COUNCIL USE ONLY	
Approved:	<u>12.4.19</u>
Docfile:	<u>0-4</u>

PARK DIRECTOR'S APPROVAL REQUEST FORM

- DOCUMENT BASIS 17-07 (1A): Certificate of Completion/ PW Contract
- BASIS 17-07 (1B): State Work Programs (County/State)
- BASIS 17-07(1C): Grant Applications
- BASIS 17-07 (1D): Grant Documents BASIS 17-07 (1E): Grant Reimb Forms/Reports
- BASIS 17-07 (1F): Consultant/Special Use Contracts \$5,000 or less (excluding A & E)
- BASIS 17-07 (1G): Amendments, Change Orders for \$25,000 or less/time extension
- BASIS 17-07 (1H): LTAC/TPA/Historic Grants (after Council approval of work plan)
- DOCUMENT BASIS 17-07 (H1): Fair Booth Fair Commercial Licensing
 - Fair Facility Licensing Agreements Other Fair Facility/Space Agreement
- BASIS 17-07 (H2): Deed of Right Property Licenses/Permits Hazardous Substance
 - Declaration - Protective Covenants Other Property Restrictions
- BASIS 17-07 (H3): Leases on Residential Property
- BASIS 17-07 (H4): Art Commission approved contracts
- BASIS 17-07 (H5): (Fair Service Contracts up to 10K & no longer than 1 year)
 - Fair Entertainment Fair displays Veterinarian Sponsorship Other Fair Service

CONTRACTOR: Charles Montagne UBI#/Non L&I* _____

ADDRESS: 426 NW 162nd St, Shoreline WA 98177-3730

TELEPHONE: 206-546-1936

DESCRIPTION: Legal Consulting Services CT South

CONTRACT ADMINISTRATOR: Kyal Iris

FACILITY: CT South

AMOUNT: \$ N/A Time Ext. Administrative Fee Charged? Yes In-kind

DATE COMMENCING: 3/19/2018 COMPLETION DATE: 12/31/2021

CONTRACT AMENDABLE OR RENEWABLE? Yes No

ANNUAL REPORT REQUIRED? Yes No ANNUAL REPORT DUE: _____

ANNUAL INSPECTION REQUIRED? Yes No ANNUAL INSPECTION DUE: _____

INSURANCE CERTIFICATE REQUIRED? Yes No DATE OF EXP: _____

INSURANCE ENDORSEMENT REQUIRED? Yes No DATE OF EXP: _____

ESTIMATED NUMBER OF PARTICIPANTS (if applicable): _____

APPROVED: _____ Prosecuting Attorney Date: _____
 _____ Standard Language Approved (Boilerplate verified)
 _____ Risk Management (If n/a state why, _____)

*If Contractor does not have UBI#, must be reported as "worker" in monthly SnoStat report

INITIATED/VERIFIED COMPLETENESS BY: Carol Peters

AUTHORIZED SIGNATURE: [Signature] Date: 12/8/2020
Tom Teigen, Parks Director

Peterson, Carol

From: Iris, Kye
Sent: Monday, December 7, 2020 4:55 PM
To: Peterson, Carol
Subject: FW: Contract Extension

From: C. Montange <c.montange@frontier.com>
Sent: Monday, December 7, 2020 4:48 PM
To: Iris, Kye <Kye.Iris@co.snohomish.wa.us>
Subject: Re: Contract Extension

CAUTION : This email originated from outside of this organization. Please exercise caution with links and attachments.

OK. STB willing, I want to retire by the end of next year.

On Monday, December 7, 2020, 4:32:41 PM PST, Iris, Kye <kye.iris@co.snohomish.wa.us> wrote:

Charles,

Our contract term needs to be extended beyond the current termination date of December 31st. I am told than an e-mail extending the contract will be sufficient. If you agree, to you agree to extend the term of your existing contract with Snohomish County to December 31, 2021?

Kye Iris

Park Property Administrator

Snohomish County Parks Recreation & Tourism

6705 Puget Park Drive, Snohomish, WA 98296

Office: (425) 388-6623

kye.iris@snoco.org